

**LAW OFFICES OF KENNETH L. BAUM LLC**

167 Main Street  
Hackensack, New Jersey 07601  
(201) 853-3030  
(201) 584-0297 Facsimile  
Attorneys for Educational Credit Management Corporation

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<u>In re:</u>	:	
	:	CASE NO. 18-35379-cgm
KEVIN JARED ROSENBERG,	:	
	:	
Debtor.	:	Chapter 7
	:	
<u>KEVIN JARED ROSENBERG,</u>	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	ADV. PRO. NO. 18-09023-cgm
NY STATE HIGHER EDUCATION	:	
SERVICES CORPORATION, YESHIVA	:	
UNIVERSITY, ACCESSLEX INSTITUTE	:	
d/b/a ACCESS GROUP,	:	
	:	
<u>Defendants.</u>	:	

**ANSWER**

Defendant, Educational Credit Management Corporation (“**ECMC**”), a non-profit Minnesota corporation, for its Answer to the First Amended Complaint (“**Complaint**”) filed by the Debtor and Plaintiff, Kevin Jared Rosenberg (“**Plaintiff**”), by and through its undersigned counsel, Law Offices of Kenneth L. Baum LLC, alleges and states as follows:<sup>1</sup>

---

<sup>1</sup> ECMC, a federal student loan guarantor in the Federal Family Education Loan Program (“**FFELP**”), holds an interest in one (1) consolidation loan owed by Plaintiff, which Plaintiff is seeking to have declared dischargeable in this adversary proceeding (the “**ECMC Loan**”). The ECMC Loan was disbursed on April 22, 2005, in the original principal amount of \$116,465. As of August 9, 2018, the principal balance of the ECMC Loan was approximately \$214,093. (continued...)

### **JURISDICTION AND THE PARTIES**

1. The allegations contained in Paragraph 1 of the Complaint constitute a conclusion of law, which ECMC neither admits nor denies.

2. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint and leaves Plaintiff to his proofs.

3. Except to state that it is the holder of the ECMC Loan, ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Complaint and leaves Plaintiff to his proofs.

4. Except to state that it is the holder of the ECMC Loan, ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the Complaint and leaves Plaintiff to his proofs.

5. Except to state that it is the holder of the ECMC Loan, ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the Complaint and leaves Plaintiff to his proofs.

6. The allegations contained in Paragraph 6 of the Complaint constitute a conclusion of law, which ECMC neither admits nor denies.

### **FACTUAL ALLEGATIONS**

7. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the Complaint and leaves Plaintiff to his proofs.

8. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint and leaves Plaintiff to his proofs.

---

ECMC is the proper party-in-interest in this adversary proceeding with respect to the ECMC Loan and will be seeking to intervene.

9. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Complaint and leaves Plaintiff to his proofs.

10. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of the Complaint and leaves Plaintiff to his proofs.

11. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Complaint and leaves Plaintiff to his proofs.

12. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the Complaint and leaves Plaintiff to his proofs.

13. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the Complaint and leaves Plaintiff to his proofs.

14. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the Complaint and leaves Plaintiff to his proofs.

15. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of the Complaint and leaves Plaintiff to his proofs.

16. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of the Complaint and leaves Plaintiff to his proofs.

17. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint and leaves Plaintiff to his proofs.

18. ECMC denies the allegations contained in Paragraph 18 of the Complaint.

19. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of the Complaint and leaves Plaintiff to his proofs.

20. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of the Complaint and leaves Plaintiff to his proofs.

21. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of the Complaint and leaves Plaintiff to his proofs.

22. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of the Complaint and leaves Plaintiff to his proofs.

23. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of the Complaint and leaves Plaintiff to his proofs.

24. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of the Complaint and leaves Plaintiff to his proofs.

25. ECMC denies the allegations contained in Paragraph 25 of the Complaint.

26. ECMC denies the allegations contained in Paragraph 26 of the Complaint.

27. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Complaint and leaves Plaintiff to his proofs.

28. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint and leaves Plaintiff to his proofs.

29. ECMC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Complaint and leaves Plaintiff to his proofs.

30. ECMC denies the allegations contained in Paragraph 30 of the Complaint.

**WHEREFORE**, ECMC respectfully requests that this Court enter a judgment dismissing Plaintiff's Complaint in its entirety with prejudice, declaring the ECMC Loan to be a non-dischargeable obligation pursuant to 11 U.S.C. § 523(a)(8), and awarding such other and further relief as this Court deems just and proper.

Dated: Hackensack, New Jersey  
August 23, 2018

LAW OFFICES OF KENNETH L. BAUM  
LLC  
Attorneys for Educational Credit  
Management Corporation

By: /s/ Kenneth L. Baum  
Kenneth L. Baum  
167 Main Street  
Hackensack, New Jersey 07601  
(201) 853-3030  
(201) 584-0297 Facsimile  
[kbaum@kenbaumdebtsolutions.com](mailto:kbaum@kenbaumdebtsolutions.com)